

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
(FORT WORTH DIVISION)**

NEXTGEAR CAPITAL, INC. AND  
AUTOMOTIVE FINANCE  
CORPORATION,

Plaintiffs,

v.

DRUIEN, INC. D/B/A LAWTON AUTO  
AUCTION A/K/A LAWTON CACHE  
AUTO AUCTION, LISA DRUIEN,  
MICHAEL VERNON GARRISON D/B/A  
ROCK HILL USED CARS, AND  
AUSTIN MICHAEL GARRISON A/K/A  
MIKE GARRISON D/B/A AUSTIN  
FINANCIAL SERVICES,

Defendants.

Civil Action No. 4:20-CV-959-BJ

**NOTICE OF SUBPOENA COMMANDING THE PRODUCTION OF DOCUMENTS**

---

NextGear Capital, Inc. and Automotive Finance Corporation, plaintiffs in the above-styled civil federal action, hereby give notice pursuant to FED. R. CIV. P. 45(a)(4) to all parties that it intends to serve the attached subpoena commanding the production of documents upon Big Dawg Motors LLC.

**Respectfully submitted,**

PADFIELD & STOUT, L.L.P.  
420 Throckmorton Street, Suite 1210  
Fort Worth, Texas 76102  
817-338-1616 phone  
817-338-1610 fax

/s/ Christopher V. Arisco  
Alan B. Padfield  
State Bar I.D. # 00784712  
abp@padfieldstout.com  
Christopher V. Arisco  
State Bar I.D. #24064830  
carisco@padfieldstout.com

*Attorneys for NextGear Capital, Inc. and  
Automotive Finance Corporation*

**CERTIFICATE OF SERVICE**

I hereby certify that on March 3, 2021, I served a copy of the foregoing Notice of Subpoena Commanding The Production of Documents to Druen, Inc. and Lisa Druen, by and through their counsel of record, Joseph M. Vacek and Richard Tallini, of Bailey & Galyen at 1300 Summit Avenue, Suite 650, Fort Worth, Texas 76102, via ECF and/or e-mail at jvacek@galyen and rtallini@galyen.com, and defendants Michael Vernon Garrison, *pro se*, at 549 I-30 E., Sulphur Springs, Texas 75482, and Austin Michael Garrison, *pro se*, at 4658 I-30 E., Sulphur Springs, Texas 75482.

/s/ Christopher V. Arisco  
Alan B. Padfield  
State Bar I.D. # 00784712  
abp@padfieldstout.com  
Christopher V. Arisco  
State Bar I.D. #24064830  
carisco@padfieldstout.com

*Attorneys for NextGear Capital, Inc. and  
Automotive Finance Corporation*

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

## UNITED STATES DISTRICT COURT

for the

Northern District of Texas

NextGear Capital, Inc. and Automotive Finance Corp

*Plaintiff*

v.

Druen, Inc. d/b/a Lawton Auto Auction, Lisa Druen,  
Michael Garrison and Austin Garrison*Defendant*

Civil Action No. 4:20-CV-959-BJ

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Big Dawg Motors LLC b/s Kevin Hale at 1269 Plittman Road, Hot Springs, Arkansas 71913.

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Documents related to the sale/transfer of the vehicles identified in the attached Exhibit "A" Duces Tecum, and complete, sign, have notarized, and return the attached business records affidavit along with any responsive documents produced. Blanks preceded with the "\*" symbol in the business records affidavit must be complete.

Place: Padfield & Stout, LLP, 420 Throckmorton Street, Suite  
1210, Fort Worth, Texas 76102

Date and Time:

04/10/2021 12:00 pm

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 03/03/2021

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk



Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) NextGear Capital, Inc. and Automotive Finance Corporation, who issues or requests this subpoena, are: Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort Worth, Texas 76102, carisco@padfieldstout.com

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 4:20-CV-959-BJ

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_ *Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.



**EXHIBIT "A"**  
**DUCES TECUM**

**Documents and Records to be Produced:**

Document Requests Related to 2008 Ford F5D, VIN # 1FDAF57R48EB34427

1. Produce all auction invoices, receipts, and statements related to the sale of the 2008 Ford F5D, VIN # 1FDAF57R48EB34427, which is identified in the Exhibit "B" Lawton Auto Auction invoice dated October 16, 2019.
2. Produce all written contracts, agreements, and any exhibits or attachments thereto with Druen Inc. d/b/a Lawton Auto Auction related to the sale by Big Dawg Motors LLC of the 2008 Ford F5D, VIN # 1FDAF57R48EB34427.
3. Produce all written contracts, agreements, and any exhibits or attachments thereto with Michael Garrison d/b/a Rock Hill Used Cars related to the sale by Big Dawg Motors LLC of the 2008 Ford F5D, VIN # 1FDAF57R48EB34427.
4. Produce all written contracts, agreements, invoices, receipts, certificates of title or title applications and documents, or other related documents reflecting the sale or transfer of ownership of the 2008 Ford F5D, VIN # 1FDAF57R48EB34427 to Rock Hill Used Cars in March of 2019 as set forth in the attached Exhibit "C" Texas Certificate of Title.
5. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Big Dawg Motors LLC and Michael Garrison d/b/a Rock Hill Used Cars related to the sale or transfer of the 2008 Ford F5D, VIN # 1FDAF57R48EB34427 from January 1, 2019, to present.
6. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Big Dawg Motors LLC and Druen, Inc. d/b/a Lawton Auto Auction related to the sale or transfer of the 2008 Ford F5D, VIN # 1FDAF57R48EB34427 from January 1, 2019, to present.
7. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Big Dawg Motors LLC and Lisa Druen related to the sale or transfer of the 2008 Ford F5D, VIN # 1FDAF57R48EB34427 from January 1, 2019, to present.
8. Produce all copies of checks (front and back) received by Big Dawg Motors LLC that correspond to payment from the sale of the 2008 Ford F5D, VIN # 1FDAF57R48EB34427 from January 1, 2019, to present.
9. Produce any monthly bank statements (redaction of confidential material permitted) identifying the receipt of money by Big Dawg Motors LLC that correspond to payment from the sale of the 2008 Ford F5D, VIN # 1FDAF57R48EB34427 from January 1, 2019, to present.

Document Requests Related to 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932

10. Produce all auction invoices, receipts, and statements related to the sale of the 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932, which is identified in the Exhibit "D" Lawton Auto Auction invoice dated January 8, 2020.
11. Produce all written contracts, agreements, and any exhibits or attachments thereto with Druen Inc. d/b/a Lawton Auto Auction related to the sale by Big Dawg Motors LLC of the 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932.
12. Produce all written contracts, agreements, and any exhibits or attachments thereto with Michael Garrison d/b/a Rock Hill Used Cars related to the sale by Big Dawg Motors LLC of the 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932.
13. Produce all written contracts, agreements, invoices, receipts, certificates of title or title applications and documents, or other related documents reflecting the sale or transfer of ownership of the 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932 to Rock Hill Used Cars as set forth in the attached Exhibit "E" Texas Certificate of Title.
14. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Big Dawg Motors LLC and Michael Garrison d/b/a Rock Hill Used Cars related to the sale or transfer of the 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932 from January 1, 2019, to present.
15. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Big Dawg Motors LLC and Druen, Inc. d/b/a Lawton Auto Auction related to the sale or transfer of the 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932 from January 1, 2019, to present.
16. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Big Dawg Motors LLC and Lisa Druen related to the sale or transfer of the 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932 from January 1, 2019, to present.
17. Produce all copies of checks (front and back) received by Big Dawg Motors LLC that correspond to payment from the sale of the 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932 from January 1, 2019, to present.
18. Produce any monthly bank statements (redaction of confidential material permitted) identifying the receipt of money by Big Dawg Motors LLC that correspond to payment from the sale of the 2011 Dodge RAM 2500, VIN # 3D7TT2CT2BG511932 from January 1, 2019, to present.

Document Requests Related to the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662

19. Produce all auction invoices, receipts, and statements related to the sale of the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662, which is identified in the Exhibit "F" Lawton Auto Auction invoice dated September 4, 2019.
20. Produce all written contracts, agreements, and any exhibits or attachments thereto with Druen Inc. d/b/a Lawton Auto Auction related to the sale by Big Dawg Motors LLC of the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662.
21. Produce all written contracts, agreements, and any exhibits or attachments thereto with Michael Garrison d/b/a Rock Hill Used Cars related to the sale by Big Dawg Motors LLC of the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662.
22. Produce all written contracts, agreements, invoices, receipts, certificates of title or title applications and documents, or other related documents reflecting the sale or transfer of ownership of the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662 to Rock Hill Used Cars as set forth in the attached Exhibit "G" Texas Certificate of Title.
23. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Big Dawg Motors LLC and Michael Garrison d/b/a Rock Hill Used Cars related to the sale or transfer of the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662 from January 1, 2019, to present.
24. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Big Dawg Motors LLC and Druen, Inc. d/b/a Lawton Auto Auction related to the sale or transfer of the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662 from January 1, 2019, to present.
25. Produce all written communications, correspondence, notes, e-mails, and/or text messages by and between Big Dawg Motors LLC and Lisa Druen related to the sale or transfer of the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662 from January 1, 2019, to present.
26. Produce all copies of checks (front and back) received by Big Dawg Motors LLC that correspond to payment from the sale of the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662 from January 1, 2019, to present.
27. Produce any monthly bank statements (redaction of confidential material permitted) identifying the receipt of money by Big Dawg Motors LLC that correspond to payment from the sale of the 2017 Tiger Trailer, VIN # 5UTGN2428HM007662 from January 1, 2019, to present.



**EXHIBIT "B"**

Lawton Cache Auto Auction

1 Southwest 112th St.  
Lawton, OK 73505**INVOICE & BILL OF SALE**  
580-536-4645

Print Date: 10/17/2019

Print Time: 1:57 PM

ANNOUNCED CONDITIONS OR COMMENTS:

UNIT# 030

**BUYER(Purchaser) :** P-109420 376  
 Mike Garrison 903-440-5557  
 Rock Hill Used Cars  
 549 Interstate 30 East  
 Sulphur Springs, TX 75482

**Seller M-7119**  
 M-7119 Big Dawg Motors  
 Kyle Way  
 236 Main St  
 Hot Springs, AR

**SALE#:** 37723  
**DATE:** 10/16/19  
**STATUS:** SLD  
**DRIVE:** Yellow  
**LANE**

**VEHICLE DESCRIPTION**

**SERIAL** 1FDAF57R481B34427 **B34427**  
**ODOMETER STATUS**  
**YEAR** 2008 **MAKE** FORD  
**MODEL** SUPER DUTY F BODY  
**COLOR** White **RADIO**  
**LICENSE** **FUEL** Diesel  
**TITLE** **TRANS** AUTO

**ODOMETER DISCLOSURE STATEMENT**

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I \_\_\_\_\_ state that the odometer  
 (Transferor's /seller hand printed name)

(Of the vehicle herein described) now reads 199211 miles and to the best of my knowledge, it reflects the actual mileage of the vehicle, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.  
☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

**SALE PRICE:** 28,500  
**BUYER FEE:** 490.00  
**DRAFT FEE:**  
**SALES TAX**  
**TOTAL DUE:** 28,990.00  
**PAID:**  
**BALANCE:** \$28,990.00  
**PD BY:**

Transferor's (Seller) signature \_\_\_\_\_

Transferee's (buyer) signature \_\_\_\_\_

Transferee's (buyer) signature \_\_\_\_\_

Printed name of person(buyer) signing \_\_\_\_\_

ALL SALES FINAL DAY OF SALE. It is understood and agreed, between the consignor, the purchaser and Lawton Cache Auto Auction is not responsible for fire, theft, or damage to the above described vehicle while on the premises before, during or after the sale. LAWTON CACHE AUTO AUCTION DOES NOT HAVE INSURANCE COVERING ANY VEHICLE. "This sale is solely a transaction between the buyer and the seller parties" ~ Subject to final handing and approving of the Auction. The buyer is expected to pay for any vehicle which he/she buys unless excused by the Auction. Please clear all items promptly after purchase. The Auction does not guarantee the mileage, year, model or factory warranty on any vehicle sold through this auction. Seller warrants that he/she has good negotiable title and that it is free and clear of all items and or encumbrances. Signatory parties agree that sale transaction is not complete until all drafts or checks have cleared and title is assigned to purchaser. Effective IMMEDIATELY, AS OF TODAY January 17, 2018, ALL SALES MUST be paid for the night of the Auction, with cash, check or a floor plan company. If NO payment is here at the time title arrives, a fee of \$25.00 will be added to your total daily.

## EXHIBIT "C"

## CERTIFICATE OF TITLE

## STATE OF OKLAHOMA

VEHICLE IDENTIFICATION NUMBER 1FDAF57R48EB34427		YEAR 2008	MAKE FORD	TITLE NO. 810006408904
BODY TYPE CB	MODEL F5D	DATE SOLD 18-Oct-2007	DATE ISSUED 11-Mar-2019	
AGENT NO. M3219	APPLICATION DATE 08-Mar-2019	ODOMETER Exempt	TYPE OF TITLE Transfer	DATE INS. LOSS OR SALVAGE
NAME AND ADDRESS OF VEHICLE OWNER  MAINER FORD PO BOX 3177 MCALESTER OK 74502-3177				

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

*It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named herein is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests.*

CONTROL NO.  
46895304

(This is not a title number)



IF REGISTERED  
BUYER (SELLER) IS  
A LICENSED DEALER  
PLACE OKLAHOMA  
MOTOR VEHICLE TAX  
STAMP HERE

ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: LS2316)

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): Big Dawg Motors  
Purchaser(s) Complete Address: 210 Main St Hot Springs AR 72201

Actual Purchase Price of Vehicle: \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked.

☒ 1 The odometer has exceeded its mechanical limits.  
☐ 2 The odometer reading is NOT the actual mileage. Warning — Odometer Discrepancy

Signature of Seller(s): [Signature] Printed Name of Seller(s): Jason B. SchoggiusSubscribed and Sworn to Before me this 14 Day of March, 2019.Notary Public: [Signature] Commission Expiration: \_\_\_\_\_

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s): Kyle Wey Printed Name of Buyer(s): Kyle Wey

VOID IF ALTERED

**Ownership Transfer Information**

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

**ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.**

REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER: W02316



I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): Rockwell Used Cars

Purchaser(s) Complete Address: 519 I-30 Sulphur Springs TX 75482

Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in: \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

☒ ☐ ☐ ☐ ☐ ☐ (NO TENTHS)

☐ 1. The odometer has exceeded its mechanical limits.

☐ 2. The odometer reading is NOT the actual mileage. Warning — Odometer Discrepancy

Signature of Seller(s): [Signature]

Printed Name of Seller(s): Sarah Ball

Subscribed and Sworn to Before me this 15 Day of April, 2019

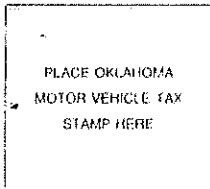
Notary Public: [Signature] Commission Expiration: \_\_\_\_\_



Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s): \_\_\_\_\_ Printed Name of Buyer(s): \_\_\_\_\_

REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER: \_\_\_\_\_



I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): \_\_\_\_\_

Purchaser(s) Complete Address: \_\_\_\_\_

Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in: \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

☐ ☐ ☐ ☐ ☐ ☐ (NO TENTHS)

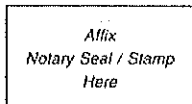
☐ 1. The odometer has exceeded its mechanical limits.

☐ 2. The odometer reading is NOT the actual mileage. Warning — Odometer Discrepancy

Signature of Seller(s): \_\_\_\_\_ Printed Name of Seller(s): \_\_\_\_\_

Subscribed and Sworn to Before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_ Commission Expiration: \_\_\_\_\_



Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Signature of Buyer(s): \_\_\_\_\_ Printed Name of Buyer(s): \_\_\_\_\_

**LIENHOLDER INFORMATION**

Any active lien or encumbrance against this vehicle is to be described below. Any active lien reflected on the face of this certificate will carry forward to any subsequent Oklahoma title issued unless a proper release of lien has been executed.

LIENHOLDER NAME: \_\_\_\_\_ DATE OF LIEN: \_\_\_\_\_

LIENHOLDER ADDRESS / CITY / STATE / ZIP: \_\_\_\_\_

**EXHIBIT "D"**

Lawton Cache Auto Auction

**INVOICE & BILL OF SALE**

580-536-4645

Print Date: 1/09/2020

Print Time: 3:50 PM

1 Southwest 112th St.  
Lawton, OK 73505

ANNOUNCED CONDITIONS OR COMMENTS:

UNIT# 150

**BUYER(Purchaser) :** P-109420 376  
 Mike Garrison 903-440-5557  
 Rock Hill Used Cars  
 549 Interstate 30 East  
 Sulphur Springs, TX 75482

**Seller M-7119**  
 M-7119 Big Dawg Motors  
 Kyle Way  
 236 Main St  
 Hot Springs, AR

**SALE#:** 39379  
**DATE:** 1/08/20  
**STATUS:** SLD  
**DRIVE:**  
**LANE**

**VEHICLE DESCRIPTION**

**SERIAL** 3D7TT2CT2BG511932 **511932**  
**ODOMETER STATUS**  
**YEAR** 2011 **MAKE** DODGE  
**MODEL** RAM 2500 **BODY** CREW C  
**COLOR** Gray **RADIO**  
**LICENSE** **FUEL** Gas  
**TITLE** **TRANS** AUTO

**ODOMETER DISCLOSURE STATEMENT**

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I \_\_\_\_\_ state that the odometer  
 (Transferor's /seller hand printed name)

(Of the vehicle herein described) now reads **104360** miles and to the best of my knowledge, it reflects the actual mileage of the vehicle, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.  
☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

Transferor's (Seller) signature \_\_\_\_\_

Transferee's (buyer) signature \_\_\_\_\_

Transferee's (buyer) signature \_\_\_\_\_

Printed name of person(buyer) signing \_\_\_\_\_

SALE PRICE: 22,500

BUYER FEE: 440.00

DRAFT FEE:

SALES TAX

TOTAL DUE: 22,940.00

PAID:

BALANCE: \$22,940.00

PD BY:

Next

ALL SALES FINAL DAY OF SALE. It is understood and agreed, between the consignor, the purchaser and Lawton Cache Auto Auction is not responsible for fire, theft, or damage to the above described vehicle while on the premises before, during or after the sale. LAWTON CACHE AUTO AUCTION DOES NOT HAVE INSURANCE COVERING ANY VEHICLE. "This sale is solely a transaction between the buyer and the seller parties" ~ Subject to final handing and approving of the Auction. The buyer is expected to pay for any vehicle which he/she buys unless excused by the Auction. Please clear all items promptly after purchase. The Auction does not guarantee the mileage, year, model or factory warranty on any vehicle sold through this auction. Seller warrants that he/she has good negotiable title and that it is free and clear of all items and or encumbrances. Signatory parties agree that sale transaction is not complete until all drafts or checks have cleared and title is assigned to purchaser. Effective IMMEDIATELY, AS OF TODAY January 17, 2018, ALL SALES MUST be paid for the night of the Auction, with cash, check or a floor plan company. If NO payment is here at the time title arrives, a fee of \$25.00 will be added to your total daily.



## EXHIBIT "E"

NEW MEXICO										
<div style="display: flex; justify-content: space-between;"> <div> <p><b>CERTIFICATE OF TITLE</b></p> <p>MVD-10030 REV. 02/06</p> </div> <div> <p><b>VEHICLE IDENTIFICATION NUMBER</b></p> <p>3D7TT2CT2BG511932</p> <p><b>ENGINE OR OTHER I.D. NUMBER</b></p> </div> <div> <p><b>TYPE OF TITLE</b></p> <p>ORIGINAL</p> <p><b>TITLE NUMBER</b></p> <p>13113703A602681</p> </div> </div>										
YEAR		MAKE		MODEL		BODY		CYLS.		
2011		DODG		RPC		CW		08		
DGVW		WT. WHEELS		TYPE OF FUEL		LEINS				
8510		6232		GASOLINE		1				
1st LIENHOLDER (OR OWNER(S) IF NO LIEN)					LICENSE PLATE NUMBER(S)					
MEMBERS FINANCIAL FCU					825PKW					
PO BOX 9609					VEHICLE CLASS					
MIDLAND TX 79708					TRUCK					
FILE DATE					MATURITY DATE		*ODOMETER & CODE		CLERK	
04/23/2013					06/26/2017		000005-AM		SLP	
REGISTERED OWNER(S)					MUNOZ JESSE		MH SIZE		CNTY.	
							00*000		00	
SECOND LIENHOLDER					00000		LOCATION OF MANUFACTURED HOME			
1106 E PIESTA					CARLSBAD NM 88220		ODOMETER CODES: AM = ACTUAL VEHICLE MILEAGE, EL = MILEAGE IN EXCESS OF MECHANICAL LIMITS OR NM = NOT ACTUAL MILEAGE, WARNING-ODOMETER DISCREPANCY			
							NOT A TITLE NO.		19602681	
FILE DATE					MATURITY DATE		DO NOT CARRY IN VEHICLE - KEEP IN SAFE PLACE. IMPORTANT: THERE IS AN ADDITIONAL STATUTORY FEE FOR FAILURE BY PURCHASER TO APPLY FOR TRANSFER WITHIN 30 DAYS FROM DATE OF SALE.			
							DIRECTOR MVD			
<p>I hereby certify, that interest in the vehicle described above on this Certificate of Title is hereby released.</p> <p>RELEASE Name of Lienholder: <b>Members Financial FCU</b> Date: <b>5-12-2017</b></p> <p>Full Signature of Authorized Agent</p>										
<p>This Certificate of Title is evidence of legal ownership of the vehicle described above. Upon sale of this vehicle, this certificate must be properly assigned below and presented by the purchaser to the Motor Vehicle Division for transfer. The Division is not responsible for false or fraudulent statements made in connection with this Certificate of Title or held liable for recording errors.</p>										
<p><b>IMPORTANT:</b> Buyer (except for dealer) must apply to the Motor Vehicle Division within 30 days for transfer of title and registration. Federal and state law requires the seller (including dealers) to state the odometer mileage upon transfer of ownership. ANYONE CONVICTED OF A FALSE ODOMETER STATEMENT WILL BE SUBJECT TO FINES AND/OR IMPRISONMENT.</p>										
<p>ASSIGNMENT OF TITLE FOR THE EXACT AMOUNT OF \$ _____ I (we) hereby sell, assign,</p> <p>transfer and convey this <u>17</u> day of <u>July</u>, YR <u>2019</u> to</p> <p>Buyer's Name(s): <u>Tate Branch Dodge</u></p> <p>Address: <u>919 S First Street Artesia NM 88210</u></p> <p>the vehicle described on the front side of this Certificate of title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below.</p> <p>IF NO LIEN, WRITE WORD "NONE".</p> <p>Name &amp; Address of Lienholder: <u>NONE</u></p> <p>Lienholder No. (if any) _____ File Date _____ Maturity Date _____</p>										
<p>ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is: <u>104352</u> (NO TENTHS) miles and that stated mileage is (check one of the following): <input checked="" type="checkbox"/> A the actual mileage OR <input type="checkbox"/> B Mileage in excess of mechanical limits OR <input type="checkbox"/> C NOT the actual mileage. WARNING-ODOMETER DISCREPANCY.</p>										
Signature(s) <u>X Jesse Munoz by POA</u>					Printed Name <u>Jesse Munoz by POA</u>					
of Seller(s) <u>X</u>					Printed Name _____					
Signature(s) <u>X Vincent Salas AGT</u>					Printed Name <u>Vincent Salas AGT</u>					
of Buyer(s) <u>X</u>					Printed Name _____					
NEW MEXICO MOTOR VEHICLE DIVISION										



NEW MEXICO MOTOR VEHICLE DIVISION

NEW MEXICO MOTOR VEHICLE DIVISION

FIRST REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this 26 day of Sept yr 2019 to  
 Buyer's Name(s): Austin Financial Services  
 Address: 549 Interstate Highway 30 Sulphur Springs TX 75482  
 the vehicle described on the front side of this Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE'

Name & Address of Lienholder: NONE  
 Lienholder No. (if any): \_\_\_\_\_ File Date: \_\_\_\_\_ Maturity Date: \_\_\_\_\_  
 ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is 104354 (NO TENTHS) miles and that stated mileage is (check one of the following): A. ☐ The actual mileage OR B. ☐ Mileage in excess of mechanical limits OR C. ☐ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.  
 Name of Dealership: Tate Branch Dodge  
 Signature of \_\_\_\_\_  
 Authorized Agent X [Signature] Printed Name: Vincent Sals  
 Buyer's Signature X [Signature] Printed Name: JR HURK

SECOND REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this 28 day of Sept yr 2019 to  
 Buyer's Name(s): Big Dawg Motors  
 Address: 210 Main St Hot Springs AR  
 the vehicle described on the front side of this Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE'

Name & Address of Lienholder: NONE  
 Lienholder No. (if any): \_\_\_\_\_ File Date: \_\_\_\_\_ Maturity Date: \_\_\_\_\_  
 ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is 104,354 (NO TENTHS) miles and that stated mileage is (check one of the following): A. ☐ The actual mileage OR B. ☐ Mileage in excess of mechanical limits OR C. ☐ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.  
 Name of Dealership: Austin Financial  
 Signature of \_\_\_\_\_  
 Authorized Agent X [Signature] Printed Name: JR HURK  
 Buyer's Signature X Kyle Way Printed Name: Kyle Way

THIRD REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this \_\_\_\_\_ day of \_\_\_\_\_ yr \_\_\_\_\_ to  
 Buyer's Name(s): Rock Hill Used Cars  
 Address: \_\_\_\_\_  
 the vehicle described on the front side of this Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE'

Name & Address of Lienholder: \_\_\_\_\_  
 Lienholder No. (if any): \_\_\_\_\_ File Date: \_\_\_\_\_ Maturity Date: \_\_\_\_\_  
 ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is 104,354 (NO TENTHS) miles and that stated mileage is (check one of the following): A. ☐ The actual mileage OR B. ☐ Mileage in excess of mechanical limits OR C. ☐ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.  
 Name of Dealership: \_\_\_\_\_  
 Signature of \_\_\_\_\_  
 Authorized Agent X Kyle Way Printed Name: Kyle Way  
 Buyer's Signature X \_\_\_\_\_ Printed Name: \_\_\_\_\_

FOURTH REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this \_\_\_\_\_ day of \_\_\_\_\_ yr \_\_\_\_\_ to  
 Buyer's Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 the vehicle described on the front side of this Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE'

Name & Address of Lienholder: \_\_\_\_\_  
 Lienholder No. (if any): \_\_\_\_\_ File Date: \_\_\_\_\_ Maturity Date: \_\_\_\_\_  
 ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is \_\_\_\_\_ (NO TENTHS) miles and that stated mileage is (check one of the following): A. ☐ The actual mileage OR B. ☐ Mileage in excess of mechanical limits OR C. ☐ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.  
 Name of Dealership: \_\_\_\_\_  
 Signature of \_\_\_\_\_  
 Authorized Agent X \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Buyer's Signature X \_\_\_\_\_ Printed Name: \_\_\_\_\_

FIFTH REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this \_\_\_\_\_ day of \_\_\_\_\_ yr \_\_\_\_\_ to  
 Buyer's Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 the vehicle described on the front side of this Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE'

Name & Address of Lienholder: \_\_\_\_\_  
 Lienholder No. (if any): \_\_\_\_\_ File Date: \_\_\_\_\_ Maturity Date: \_\_\_\_\_  
 ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is \_\_\_\_\_ (NO TENTHS) miles and that stated mileage is (check one of the following): A. ☐ The actual mileage OR B. ☐ Mileage in excess of mechanical limits OR C. ☐ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.  
 Name of Dealership: \_\_\_\_\_  
 Signature of \_\_\_\_\_  
 Authorized Agent X \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Buyer's Signature X \_\_\_\_\_ Printed Name: \_\_\_\_\_

SIXTH REASSIGNMENT BY DEALER: FOR VALUE RECEIVED, I hereby sell, reassign, transfer and convey this \_\_\_\_\_ day of \_\_\_\_\_ yr \_\_\_\_\_ to  
 Buyer's Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 the vehicle described on the front side of this Certificate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE'

Name & Address of Lienholder: \_\_\_\_\_  
 Lienholder No. (if any): \_\_\_\_\_ File Date: \_\_\_\_\_ Maturity Date: \_\_\_\_\_  
 ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is \_\_\_\_\_ (NO TENTHS) miles and that stated mileage is (check one of the following): A. ☐ The actual mileage OR B. ☐ Mileage in excess of mechanical limits OR C. ☐ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.  
 Name of Dealership: \_\_\_\_\_  
 Signature of \_\_\_\_\_  
 Authorized Agent X \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Buyer's Signature X \_\_\_\_\_ Printed Name: \_\_\_\_\_

ANY ALTERATIONS OR ERASURES WILL VOID THIS TITLE



DEAL # 52975

STK # A1038

CUST # 104170

# POWER OF ATTORNEY TO DISCLOSE MILEAGE AND ASSIGN TITLE

This form may only be used by dealers accepting a trade-in or to apply for a duplicate title. The original Power of Attorney must accompany the title and be submitted to the New Mexico Motor Vehicle Division or applicable state having jurisdiction. Failure to do so may result in fines and/or imprisonment. Dealer must retain a copy for five (5) years.

I/WE Jessie Munoz HernandezAPPOINT, (PRINT NAME OF ATTORNEY-IN-FACT) Tate Branch Dodge Chrysler Jeep

WHOSE ADDRESS IS: 919 South First Street Artesia NM 88210  
Street City State Zip Code

AS MY ATTORNEY-IN-FACT TO DISCLOSE THE MILEAGE ON THE VEHICLE DESCRIBED HEREIN AND ASSIGN TITLE TO DEALER INDICATED BELOW. THE POWER GRANTED BY THIS INSTRUMENT WILL BE REVOKED WHEN THE VEHICLE IS SOLD AT RETAIL.

VEHICLE IDENTIFICATION NUMBER (VIN) 3D7TT2CT2BG511932 YEAR 2011

MAKE Ram MODEL 2500 BODY TYPE Crew Cab 4WD

## ODOMETER DISCLOSURE STATEMENT

FEDERAL AND STATE LAW REQUIRES THE TRANSFEROR (SELLER) OF A VEHICLE TO STATE THE ODOMETER MILEAGE UPON TRANSFER OF OWNERSHIP. ANYONE CONVICTED OF A FRAUDULENT ODOMETER STATEMENT WILL BE SUBJECT TO FINES AND/OR IMPRISONMENT.

I hereby certify that the odometer currently reads 104352 (no tenths) miles and to the best of my knowledge reflects the actual mileage (Code AM) of the vehicle described above unless one of the following is checked: ☐ Mileage in excess of mechanical limits (Code EL) or ☐ WARNING! Not the actual mileage - Odometer Discrepancy (Code NM).

Jessie Munoz Hernandez  
 Printed Name of First Seller

X [Signature]  
 Signature of First Seller

07/17/2019  
 Date

Printed Name of Second Seller (if Joint Ownership)  
1106 E Fiesta Dr

X [Signature]  
 Signature of Second Seller


2019  
 Date

1106 E Fiesta Dr  
 Sellers Street Address

Carlsbad  
 City

NM  
 State

88210  
 Zip Code

	<b>OFFICIAL SEAL</b> SUBSCRIBED AND SIGNED BEFORE ME THIS <u>17th</u> DAY OF <u>July</u> 20 <u>19</u>	
	NOTARY PUBLIC - State of New Mexico My Commission Expires <u>10-10-2021</u>	
	MY COMMISSION EXPIRES <u>10-10-2021</u> <u>[Signature]</u> NOTARY PUBLIC	

I certify that the mileage stated in this Power of Attorney Disclosure is greater than the mileage previously stated on the Certificate of Title.

Tate Branch Dodge Chrysler Jeep

07/17/2019

PRINT DEALERSHIP NAME

SIGNATURE OF DEALER OR AUTHORIZED AGENT

DATE

WHITE COPY: New Mexico Motor Vehicle Division or applicable state having jurisdiction. YELLOW COPY: Seller PINK COPY: Dealer

**EXHIBIT "F"**

Lawton Cache Auto Auction

1 Southwest 112th St.  
Lawton, OK 73505**INVOICE & BILL OF SALE**

580-536-4645

Print Date: 9/04/2019

Print Time: 10:44 AM

**ANNOUNCED CONDITIONS OR COMMENTS:**

UNIT# 154

<b>BUYER(Purchaser) :P-109420 376</b> Mike Garrison 903-440-5557 Rock Hill Used Cars 549 Interstate 30 East Sulphur Springs, TX 75482		<b>Seller M-7119</b> M-7119 Big Dawg Motors Kyle Way 236 Main St Hot Springs, AR	<b>SALE#:</b> 36814 <b>DATE:</b> 9/04/19 <b>STATUS:</b> <u>SLD</u> <b>DRIVE:</b> <u>Green</u> <b>LANE</b>
<b>VEHICLE DESCRIPTION</b> SERIAL <u>5UTGN2428HM007662</u> <b>007662</b> ODOMETER STATUS YEAR <u>2017</u> MAKE <u>Tiger</u> MODEL <u>Car Trailer</u> BODY <u>TRAILER</u> COLOR RADIO LICENSE FUEL TITLE TRANS		<b>ODOMETER DISCLOSURE STATEMENT</b> Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I _____ state that the odometer (Transferor's /seller hand printed name) (Of the vehicle herein described) now reads <u>00</u> miles and to the best of my knowledge, it reflects the actual mileage of the vehicle, unless one of the following statements is checked. <input type="checkbox"/> (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. <input type="checkbox"/> (2) I hereby certify that the odometer reading is NOT the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> Transferor's (Seller) signature _____ Transferee's (buyer) signature _____ Transferee's (buyer) signature _____ Printed name of person(buyer) signing _____	
SALE PRICE: 29,250 BUYER FEE: 490.00 DRAFT FEE: SALES TAX TOTAL DUE: 29,740.00 PAID: 29,740.00 BALANCE: \$0.00 PD BY:FI AFC			

ALL SALES FINAL DAY OF SALE. It is understood and agreed, between the consignor, the purchaser and Lawton Cache Auto Auction is not responsible for fire, theft, or damage to the above described vehicle while on the premises before, during or after the sale. LAWTON CACHE AUTO AUCTION DOES NOT HAVE INSURANCE COVERING ANY VEHICLE. "This sale is solely a transaction between the buyer and the seller parties" ~ Subject to final handing and approving of the Auction. The buyer is expected to pay for any vehicle which he/she buys unless excused by the Auction. Please clear all items promptly after purchase. The Auction does not guarantee the mileage, year, model or factory warranty on any vehicle sold through this auction. Seller warrants that he/she has good negotiable title and that it is free and clear of all items and or encumbrances. Signatory parties agree that sale transaction is not complete until all drafts or checks have cleared and title is assigned to purchaser. Effective IMMEDIATELY, AS OF TODAY January 17, 2018, ALL SALES MUST be paid for the night of the Auction, with cash, check or a floor plan company. If NO payment is here at the time title arrives, a fee of \$25.00 will be added to your total daily.



**EXHIBIT "G"**

11120544 BD13

Upon sale of this vehicle, the purchaser must apply for a new title within 30 days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.



CITY NATIONAL BANK  
PO BOX 798  
SULPHUR SPRINGS, TX 75483-0798

JAN 24 2018

OKC

007010

DETACH HERE

# TEXAS CERTIFICATE OF TITLE



VEHICLE IDENTIFICATION NUMBER  
**5UTGN2428HM007662**

YEAR MODEL  
**2017**

MAKE OF VEHICLE  
**TIGR**

BODY STYLE  
**UT**

TITLE DOCUMENT NUMBER

DATE TITLE ISSUED

**11200043109110146 01/19/2018**

MODEL

MFG. CAPACITY  
IN TONS

WEIGHT

LICENSE NUMBER

**4000**

**917579J**

PREVIOUS OWNER

**BRINKLEY AUCTIONS IDABEL OK**

OWNER

**JANET LEIGH DUNLAP  
JARRED AUSTIN DUNLAP  
601 S KAUFMAN  
MT VERNON, TX 75482**



ROCK HILL USED CARS

443058-1037

5UTGN2428 HM007662

X

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE

DATE OF LIEN

1ST LIEN HOLDER

**01/11/2018 CITY NATIONAL BANK  
PO BOX 798  
SUL SPGS, TX 75483**

1ST LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

2ND LIEN HOLDER

2ND LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

3RD LIEN HOLDER

3RD LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS

**RIGHTS OF SURVIVORSHIP AGREEMENT**  
WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREON, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

FORM 30-C REV. 05/2016

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

Whenever you sell or trade in a vehicle, be sure to protect yourself by filing the Vehicle Transfer Notification online at [www.TxDMV.gov](http://www.TxDMV.gov). The notification removes your responsibility for anything the buyer might do with the vehicle. It's free!

You ONLY have 30 days to submit the Vehicle Transfer Notification from the date you sell or trade in the vehicle to remove your liability.

Before you buy, do a Title Check. For more information, go to [www.TxDMV.gov](http://www.TxDMV.gov) and click on the "Title Check" icon.

<b>WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE INDICATING A DATE OF SALE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 30 DAYS TO AVOID PENALTY.</b>		<b>137984463</b>
<b>ASSIGNMENT OF TITLE</b>	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b>	
	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: <b>Austin Financial Services</b> 549 I-30 Sulphur Springs TX 75402 Name of Purchaser Street City State Zip I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY. ODOMETER READING (No Tenth) _____ Date of Sale <b>5-2-18</b> <b>Samuel A. Dunlap</b> <b>Samuel A. Dunlap</b> <b>Samuel A. Dunlap</b> Signature of Seller/Agent Printed Name (same as signature) <b>Samuel A. Dunlap</b> <b>A. Carlson</b> Signature of Buyer/Agent Printed Name (same as signature)	
<b>FIRST REASSIGNMENT DEALER ONLY</b>	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: <b>Big Dany Motors</b> 1748 Airport Rd Hot Springs AR 71913 Name of Purchaser Street City State Zip I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY. ODOMETER READING (No Tenth) _____ Date of Sale <b>8-1-19</b> <b>Austin Financial Services</b> <b>17119</b> Signature of Dealer's Name Printed Name (same as signature) <b>Kyle Way</b> <b>Kyle Way</b> Signature of Buyer/Agent Printed Name (same as signature)	
	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: <b>Rock Hill Used Cars</b> 519 I-30 Sulphur Springs TX 75402 Name of Purchaser Street City State Zip I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY. ODOMETER READING (No Tenth) _____ Date of Sale _____ <b>Big Dany Motors</b> <b>17119</b> Signature of Dealer's Name Printed Name (same as signature) <b>Kyle Way</b> <b>Kyle Way</b> Signature of Buyer/Agent Printed Name (same as signature)	
<b>SECOND REASSIGNMENT DEALER ONLY</b>	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Name of Purchaser Street City State Zip I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY. ODOMETER READING (No Tenth) _____ Date of Sale _____ Signature of Dealer's Name Printed Name (same as signature) Signature of Buyer/Agent Printed Name (same as signature)	
<b>THIRD REASSIGNMENT DEALER ONLY</b>	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Name of Purchaser Street City State Zip I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY. ODOMETER READING (No Tenth) _____ Date of Sale _____ Signature of Dealer's Name Printed Name (same as signature) Signature of Buyer/Agent Printed Name (same as signature)	
<b>LIEN</b>	LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE. 1ST LIEN IN FAVOR OF (NAME & ADDRESS) _____	

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

NEXTGEAR CAPITAL, INC. AND  
AUTOMOTIVE FINANCE  
CORPORATION,

Plaintiffs,

v.

DRUIEN, INC. D/B/A LAWSTON  
AUTO AUCTION, LISA DRUIEN,  
MICHAEL GARRISON D/B/A ROCK  
HILL USED CARS, AND AUSTIN  
GARRISON D/B/A AUSTIN FINANCIAL  
SERVICES,

Defendants.

Adv. Pro. No. 18-03393

**BUSINESS RECORDS AFFIDAVIT**

STATE OF \* \_\_\_\_\_ §

COUNTY OF \* \_\_\_\_\_ §

BEFORE ME, the undersigned official, on this day personally appeared  
\* \_\_\_\_\_, known to me to be a credible person and whom, after having been by  
me first duly sworn, under oath deposed and stated the following:

1. My name is \*. I am over eighteen years old, I  
understand the nature of this oath, and I am otherwise competent to testify as to the matters stated in  
this Affidavit. My title at Big Dawg Motors LLC is \*, and I am authorized  
by Big Dawg Motors LLC to testify herein. This testimony is based on my own personal knowledge  
and the facts stated herein are true and correct. I have also personally reviewed each of the  
documents attached hereto.

2. I am a custodian of the records of Big Dawg Motors LLC concerning business dealings with Garrison d/b/a Rock Hill Used Cars and/or Druien, Inc. d/b/a Lawton Auto Auction. Attached hereto are \*\_\_\_\_\_ pages of records. These said pages of records are kept by Big Dawg Motors LLC in the regular course of business, and it was the regular course of Big Dawg Motors LLC's business for an employee or representative with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.

Further affiant sayeth not.

Executed this the \*\_\_\_\_ day of \*\_\_\_\_\_, 2021.

\*\_\_\_\_\_

By: \*\_\_\_\_\_

Title: \*\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me by the said  
\*\_\_\_\_\_, the \*\_\_\_\_\_ of Big Dawg Motors LLC,  
on this the \*\_\_\_\_ day of \*\_\_\_\_\_, 2021, to certify which witness my hand and  
seal of office.

\_\_\_\_\_  
Notary Public In and For Said  
County and State